



**Health Services**  
LOS ANGELES COUNTY

**Los Angeles County  
Board of Supervisors**

April 20, 2006

**Gloria Molina**  
First District

**Yvonne B. Burke**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 4 TO HIV/AIDS  
DENTAL SERVICES AGREEMENT**  
(4th District) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Acting Director of Health Services, or his designee, to sign the attached Amendment No. 4 (Exhibit I) to Agreement No. H-700095 with Sullivan and Urban Dental Management Firm for the provision of HIV/AIDS dental services at Long Beach Comprehensive Health Center (LBCHC), to extend the term from July 1, 2006 through December 31, 2006, and thereafter, on a month-to-month basis for a period of six months from January 1, 2007 through June 30, 2007, for a maximum obligation of \$62,141, 100% offset by grant funding through the Ryan White CARE Act.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

Approval of the recommended action will authorize the Acting Director of Health Services, or his designee, to extend the term of the agreement with Sullivan and Urban Dental Management Firm for the provision of HIV/AIDS dental services at LBCHC while the Department of Health Services (DHS or Department) completes development of a Request for Proposals (RFP) process which will include dental services at LBCHC for Proposition A and non-Proposition A dental services, and for Proposition A dental services at El Monte, Roybal and Hubert H. Humphrey CHCs.

The HIV/AIDS dental services component (non-Proposition A contract) for LBCHC expires June 30, 2006.

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FISCAL IMPACT/FINANCING:

Funding for Amendment No. 4 will continue to be 100% offset by grant funding through the Ryan White CARE Act. The maximum obligation for the period of July 1, 2006 through June 30, 2007, which will be at the existing contract rate, is \$62,141.

Funding is included in the Fiscal Year 2006-07 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 17, 2003, the Board approved Agreement No. H-700095 with Sullivan and Urban Dental Management Firm to provide HIV/AIDS dental services at LBCHC, previously provided under Internal Services Department Purchase Order T41722.

On December 14, 2004, the Board delegated authority to the Director of Health Services to extend the existing Agreement through June 30, 2006.

Approval of Amendment No. 4 will allow DHS time to complete the RFP process which will include dental services at LBCHC for Proposition A and non-Proposition A dental services, and for Proposition A dental services at El Monte, Roybal and Hubert H. Humphrey CHCs.

Contract monitoring functions will be performed by Administrative staff at Harbor-UCLA Medical Center.

Attachment A provides additional information.

County Counsel has approved the attached Amendment No. 4 (Exhibit I) as to form.

The Contractor is in compliance with all Board mandated provisions.

CONTRACTING PROCESS:

The RFP for the County's Proposition A dental services and the non-Proposition A HIV/AIDS dental services component at LBCHC is currently being developed. The RFP will also include dental services at three other CHCs. The RFP is expected to be released in the next few months.

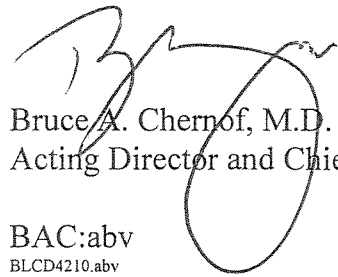
The Honorable Board of Supervisors  
April 20, 2006  
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended amendment will ensure the continued provision of HIV/AIDS dental services at LBCHC.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.  
Acting Director and Chief Medical Officer

BAC:abv  
BLCD4210.abv

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

HIV/AIDS dental services at Long Beach Comprehensive Health Center (LBCHC).

2. AGENCY ADDRESS AND CONTRACT PERSON:

Sullivan and Urban Dental Management Firm  
11116 Rives Avenue  
Downey, CA 90241  
Attention: Michael Sullivan, DDS  
Telephone: (562) 862-4892

3. TERM:

The term of Amendment No. 4 to Agreement No. H-700095 is July 1, 2006 through December 31, 2006 with a provision for an additional six months on a month-to-month basis January 1, 2007 through June 30, 2007.

4. FINANCIAL INFORMATION:

The maximum obligation of Amendment No. 4 is \$62,141 for the period of July 1, 2006 through June 30, 2007, 100% grant funded by the Ryan White Care Act funds.

5. ACCOUNTABILITY FOR PROGRAM:

Miguel Ortiz-Marroquin, Chief Information Officer  
Harbor-UCLA Medical Center  
(310) 222-2104

6. APPROVALS:

Harbor-UCLA Medical Center:	Tecla Mickoseff, CEO
Contracts and Grants:	Cara O'Neill, Chief
County Counsel (approval as to form):	Edward A. Morrissey, Deputy

EXHIBIT I

Contract No. H-700095

HIV/AIDS DENTAL SERVICES AGREEMENT

AMENDMENT NO. 4

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

SULLIVAN AND URBAN DENTAL  
MANAGEMENT FIRM  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document  
entitled, "HIV/AIDS DENTAL SERVICES AGREEMENT", between County  
and Contractor, dated June 17, 2003, and further identified as  
County Agreement No. H-700095 and any amendments thereto (all  
hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the  
Agreement to extend its term and make the changes described  
hereinafter; and

WHEREAS, said Agreement provides that changes may be made in  
the form of a written amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on  
July 1, 2006.

2. The first paragraph of Paragraph 1, TERM, of the Agreement shall be revised to read as follows:

"1. TERM: The term of this Agreement shall commence on July 1, 2003, and shall continue in full force and effect to and including December 31, 2006. Effective January 1, 2007, Agreement is thereafter extended on a month-to-month basis, for a period not to exceed six months, through June 30, 2007, contingent upon the availability of funds under the Ryan White Care Act."

3. That Schedule A-3 of Agreement shall be replaced by new Schedule A-4, attached hereto and incorporated herein by reference.

4. That Exhibit A-3 of Agreement shall be replaced by new Exhibit A-4, attached hereto and incorporated herein by reference.

5. That Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, of the Agreement shall be revised to read as follows:

"5. MAXIMUM OBLIGATION: During the period of July 1, 2003 through December 31, 2003, the maximum obligation of County for all services provided hereunder to the Long Beach Comprehensive Health Center shall not exceed Twenty-Two Thousand Seven Hundred Fifty-Five Dollars and Ninety-Six Cents (\$22,755.96). During the period of January 1, 2004 through December 31, 2004, the maximum

obligation of County for all services provided hereunder to the Long Beach Comprehensive Health Center shall not exceed Fifty Three Thousand Three Hundred Sixty-Two dollars (\$53,362). During the period of January 1, 2005 through December 31, 2005, the maximum obligation of County for all services provided hereunder to the Long Beach Comprehensive Health Center shall not exceed Sixty-Two Thousand One Hundred Forty-One Dollars (\$62,141.00). During the period of January 1, 2006 through June 30, 2006, the maximum obligation of County for all services provided hereunder to the Long Beach Comprehensive Health Center shall not exceed Thirty-One Thousand Seventy-One Dollars (\$31,071). During the period of July 1, 2006 through June 30, 2007, the maximum obligation of County for all services provided hereunder to the Long Beach Comprehensive Health Center shall not exceed Sixty Two Thousand One Hundred Forty One Dollars (\$62,141)."

6. That Paragraph 43, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, be added to the Additional Provisions of the Agreement as follows:

"43. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law.

Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor the poster to be used."

7. That Paragraph 44, NOTICES TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, be added to the Additional Provisions of the Agreement as follows:

"44. NOTICES TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes."

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by it duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Acting Director and Chief Medical  
Officer

SULLIVAN AND URBAN DENTAL  
MANAGEMENT FIRM

Contractor

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF COUNTY COUNSEL:

By \_\_\_\_\_  
Deputy County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants

4/19/06  
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## Schedule A-4

SULLIVAN AND URBAN DENTAL MANAGEMENT FIRM  
Harbor/UCLA Medical CenterEffective July 1, 2006 through June 30, 2007  
Contract Number H-700095

	<u>Total Budget to December 30, 2006</u>	<u>Total Budget to June 30, 2007</u>
Full Time Salaries	\$22,544.50	\$45,089.00
Employee Benefits	2,561.00	5,122.00
Travel	-0-	-0-
Equipment	-0-	-0-
Supplies	2,862.00	5,724.00
Other (Lab Services)	3,103.00	6,206.00
Consultants/ Subcontracts	-0-	-0-
Indirect Cost	-0-	-0-
Total Program Budget	\$31,070.50	\$62,141.00

MAXIMUM OBLIGATION:	\$31,070.50	\$62,141.00
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During the term of this Agreement, any variation to the above budget must have prior written approval of the County. Funds shall only be utilized for eligible program expenses.

SULLIVAN AND URBAN DENTAL MANAGEMENT FIRM  
HIV/AIDS DENTAL SERVICES AGREEMENT  
July 1, 2006 through June 30, 2007

Amendment No. 4

1. DEFINITION: HIV/AIDS dental oral health care services are those educational, prophylactic, diagnostic, and therapeutic services provided by fully registered dental health care professionals who are authorized to perform dental services under the laws and regulations of the State of California.

2. PERSONS TO BE SERVED: HIV/AIDS dental oral health care services shall be provided to persons with HIV disease or AIDS.

3. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedule A-4. Payment for services provided hereunder shall be subject to the provisions set forth in the COST REIMBURSEMENT Paragraph of this Agreement.

4. CLIENT/PATIENT FEE SYSTEM: Contractor shall comply with provisions of Section 2605 (d) of Title 26 (CARE Act) which is entitled "Requirements Regarding Imposition of Charges for Services", incorporated into this Agreement.

5. SERVICE DELIVERY SITE: Contractor's facility where services are to be provided hereunder is located at: Long Beach Comprehensive Health Center, 1333 Chestnut Avenue, Los Angeles, California 90813. Contractor shall request approval from service delivery site Administrator or designee in writing a minimum of thirty (30) days

before terminating services at such location(s) and/or before commencing such services at any other location(s).

6. SERVICES TO BE PROVIDED: Contractor shall provide HIV/AIDS dental oral health care services to individuals in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, and the terms of this Agreement. Services to be provided shall include, but shall not be limited to:

A. Promoting availability of dental services for persons with HIV disease or AIDS through contacts with AIDS service organizations, professional organizations which provide training for dental health care professionals, and other service providers.

B. Identifying appropriate clients for HIV/AIDS oral health care services through eligibility screening.

C. Obtaining a comprehensive medical history and consulting with patient's primary medical provider as necessary.

D. Providing educational, prophylactic, diagnostic, and curative dental services to patients who have written certification from a physician of a diagnosis of HIV disease or AIDS.

(1) Providing a minimum of one hundred eighty-six (186) unduplicated patients with at least eight hundred ninety four (894) dental procedures as determined by individual patient need.

(2) Providing a minimum of ninety-eight (98) unduplicated patients with at least one hundred ninety-six (196) prophylactic dental services as determined by individual patient need.

E. Providing any medication appropriate to oral health care services including all currently approved drugs for HIV related oral manifestations and if necessary, referring patient for appropriate medication. Referrals for appropriate medication may not be charged hereunder. Drug treatment shall be provided in accordance with the Food and Drug Administration drug approval guidelines unless the drug treatment is part of a formally approved research program with informed consent.

F. Providing or referring patients, as needed, to health specialists including, but not limited to, periodontist, endodontist, oral surgeon, and oncologist.

G. Maintaining individual patient dental records in accordance with current standards.

H. Complying with infection control guidelines and procedures established by the California Occupation Safety and Health Administration (Cal-OSHA).

7. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS:

Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's

Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services.

8. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit monthly reports. As directed by the service delivery site Administration, Contractor shall submit to the County Project Coordinator or designee a report of all unduplicated visits and procedures and prophylaxis no later than fifteen (15) days after the end of each calendar month.

9. ADDITIONAL STAFFING REQUIREMENTS: HIV/AIDS oral health care services provided hereunder shall be provided by dental care professionals. Such dental care professionals shall have the applicable professional degrees and current California State licenses. Dental care staff shall include at a minimum: dentists, dental assistants, and dental hygienists. Clinical supervision shall be assigned to a dentist who shall be responsible for all clinical operations.

Prior to performing services hereunder, all dental staff shall be provided orientation and training regarding Contractor's policies and procedures pertaining to the practice of dentistry, in general, and specifically, the provision of such services to the special target population of persons with HIV disease or AIDS. At a minimum, such training programs shall include, but not be limited to, the following:

- (1) The basic information on HIV;
- (2) Orientation to the office and policies related to the oral health care of persons with HIV disease;
- (3) Infection control and sterilization techniques in the dental

setting; (4) Initial evaluation of the patient with HIV disease; (5) Education and counseling of patients regarding maintenance of their own health; (6) Recognition and treatment of common oral manifestations and complications of HIV disease; and (7) Recognition of oral signs and symptoms of advanced HIV disease including treatment and/or appropriate referral.

10. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

11. PROGRAM RECORDS: Contractor shall maintain adequate health records which shall be current and kept in detail consistent with good dental and professional practice in accordance with the California Code of Regulations on each individual patient. Such records shall include, but shall not be limited to: admission record, patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Patient records shall

include, but shall not be limited to: (1) documentation of HIV disease or AIDS diagnosis; (2) completed dental assessment signed by a licensed dental care professional; (3) current and appropriate treatment/management plan; (4) progress notes documenting patient status, condition, and response to interventions, procedures, medications; and (5) documentation of all contacts with client including date, time, services provided, referrals given, and signature and professional title of person providing services.

12. QUALITY MANAGEMENT PLAN: Contractor shall submit to the County Project Coordinator or designee within sixty (60) days of the receipt of this Agreement its written Quality Management (QM) plan. The QM plan shall describe the process for continually assessing the Contractor's program effectiveness in accomplishing contractor mission, goals, and objectives.

A. Committee Representative: Contractor shall participate in facility-based Quality Management program as HIV/AIDS dental oral health care service representative.

B. Written Policies and Procedures: The QM plan shall describe the process for reviewing and modifying written policies and procedures. In addition, the plan shall specify that policies be reviewed at a minimum of once a year, approved and signed by the Executive Director or designee.

Policies and procedures shall be based on essential program activities and scopes of work specific to this contract. Written policies and procedures shall be maintained in a manual and available for review at the time of a monitoring review.



C. Client Feedback: The QM plan shall include mechanism for obtaining ongoing feedback from program participants regarding program effectiveness, accessibility, and client satisfaction. Describe the method(s) to be used for client feedback (e.g., satisfaction surveys, focus groups, interviews, etc.) Client feedback shall be collected on an ongoing basis or at a minimum of semi-annually. Describe how client feedback data will be managed by the QM Committee and used to make improvements to the program.

D. Program Staff: The QM plan shall describe the process for developing, training and monitoring staff performance. The QM plan shall specify that staff is evaluated annually.

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